

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

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**MEMORANDUM OF UNDERSTANDING
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SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

A. Law Enforcement Non-Supervisory

Emergency Communications Center Call Taker
Communications Dispatcher I
Communications Dispatcher II
District Attorney Investigator I
District Attorney Investigator II
District Attorney Investigator III
Custody Deputy
Sheriff's Deputy, Trainee
Sheriff's Deputy
Air Support Pilot

B. Law Enforcement Supervisory

Communications Dispatch Supervisor
District Attorney Investigator, Supervising
Custody Sergeant
Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association.

- B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.
- C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:
 - 1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.
 - 2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.
 - 3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.
 - 4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

- D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave

without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

SECTION 4. County Rights

- A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.
- B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.
- C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.
- D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

SECTION 5. Salaries

- A. Effective July 2, 2018, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association .
- B. Effective Pay Period 15-2019 (July 1, 2019), the County shall provide a 3.5% across the board base salary increase for all safety classifications represented by the

Association and a 2.5% across the board base salary increase for all non-safety classifications.

- C. Effective Pay Period 15-2020 (June 29, 2020), the County shall provide a 3.5% across the board base salary increase for all safety classifications represented by the Association and a 2.5% across the board base salary increase for all non-safety classifications.
- D. Effective Pay Period 15-2021 (June 28, 2021), the County shall provide a 3.5% across the board base salary increase for all safety classifications represented by the Association and a 2.5% across the board base salary increase for all non-safety classifications.

SECTION 6. Medical and Dental Coverage

- A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.
- B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to \$13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

- C. Annually during the term of this agreement, the County shall allocate additional funds in the amount of \$2,259,365 to offset the cost of employee and/or dependent health insurance.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

- D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.
- E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

- F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;
- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less

the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

- A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

- B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. Benefit Allowance

- A. Effective April 23, 2018, salaries for classifications represented by the Union were increased by \$157.50 per pay period in return for the elimination of the Benefit Allowance.

SECTION 10. Sick Leave

- A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.
- B. Unused sick leave shall be cumulative from year to year, with no accrual limit.
- C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.
- D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.
- E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness or injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.
- F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.
- G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.
- H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.

- I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.
- J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.
- K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

- A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

- B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.

- C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.
- D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.
- E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.
- F. Vacation shall not include any regular holidays taken during a vacation period.
- G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.
- H. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
- I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.
- J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:
 - a. Employees may be absent from County service no more than three consecutive years; and
 - b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

- A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, 3rd Monday in January
Lincoln's Birthday, February 12
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, the day after Thanksgiving
Christmas Day, December 25

- B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.
- C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.
- D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.
- E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.
- F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.
- G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.
- H. Employees who accrue holiday time shall take the compensatory time during the payroll year in which the holiday is accrued.
- I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.

J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

A. To receive leave donations, an employee:

- must have been employed in a regular position for a minimum of six months;
- must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.

B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.

C. Donations:

- are voluntary;
- are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
- must be for a minimum of eight (8) hours, in whole hour increments;

- are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

D. An employee may not donate more than eighty (80) hours to any other individual employee.

E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.

F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.

G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.

H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.

B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m.

SECTION 15. Overtime

- A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.
- B. Except as provided below, overtime for eligible employees shall be defined as follows:
 - 1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
 - 2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.
- For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.
- C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).
- D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.
- E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.
- F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond

120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.

- G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.
- H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.
- I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.
- J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

- K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.
- L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.

M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty from the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

- A. Stand-by duty requires that employees so assigned:
 - 1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
 - 2. Be readily reachable by telephone or paging device;
 - 3. Remain within a specified distance or time from their work stations; and
 - 4. Refrain from activities which might impair their ability to perform their assigned duties.
- B. Compensation shall be at the rate of \$4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
- C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.
- D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.
- E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

A. The County offers the following retirement plans:

1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)
2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)
3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).
4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)
5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1
6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3
7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)

B. In accordance with California Government Code Section 31631, employees in "Non-PEPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

- C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage.

SECTION 19. Educational Incentive Allowance

- A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period

while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

1. Forty-six dollars (\$46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III.
2. Eighty-three dollars and seventy-five cents (\$83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III.
3. One hundred twenty dollars (\$120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I.
4. One hundred sixty dollars (\$160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance.
5. One hundred sixty-two dollars (\$162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit.
6. Two hundred thirteen dollars and fifty cents (\$213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional

thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance.

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

- C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.
- D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.
- E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

SECTION 21. Specialized Duties

- A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

B. In lieu of compensation provided in Paragraph A, employees in the classifications of Sheriff's Deputy, Custody Deputy and Communications Dispatcher I/II who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment:

SECTION 22. Uniform Allowance

A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be \$825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of \$412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.

C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

D. Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of \$10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills he/she shall receive an allowance of \$57.69 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 25. K-9 Handler Duty

This allowance recognizes that time spent by a K-9 handler at home in the care, grooming, and feeding of his/her assigned police dog shall be considered hours worked, payable at the employee's normal straight time rate of pay, and that it is understood that K-9 handlers normally spend 8.5 hours per pay period performing such work. Written authorization from the Sheriff or his/her designee must be obtained to perform such work for more than 8.5 hours per pay period. Such work shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

An employee receiving K-9 handler compensation may not receive any other premium pay allowance.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 28. Aviation Bureau Duty

Except for employees in the classification of Air Support Pilot, safety employees authorized and regularly assigned by the Sheriff to aviation bureau duty as a pilot and/or observer shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned aviation bureau duty for a period of one year. In addition, employees regularly assigned to the aviation bureau as pilots or hangar supervisors shall receive an allowance of \$420.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 29. Mounted Unit Duty

Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of \$75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of \$75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.
2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.
3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 35. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of \$20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 36. Transportation Demand Management (TDM)

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 37. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 38. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 39. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Back to Work Program

- A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.
- B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 41. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.
2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.

3. Failure by a grievant to file an appeal within the specified time limits, unless extended, constitutes an abandonment of the grievance.
4. Time limits may be extended by mutual consent, in writing.
5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.
6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.
7. Two or more employees with a common grievance may initiate a single proceeding.
8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.
9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.
10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within ten (10) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within seven working days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within seven (7) working days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within seven working days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within seven working days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

a. Sheriff's Department - Review by Division Commander

The employee initiates Step 3 by filing an appeal, in writing, with the division commander within seven (7) working days from receipt of the supervisor's written response. The division commander shall, within ten (10) working days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within seven (7) working days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within ten (10) working days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within seven (7) working days from receipt of the division commander's written response. The chief deputy shall, within ten (10) working days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within seven (7) working days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within ten working days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 6.

6. Step 6 - County Administrator

The employee may initiate Step 6 by filing an appeal, in writing, with the County Administrator within seven (7) working days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within ten working days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7- Board of Supervisors' Final Decision

The employee may initiate Step 7 by filing an appeal, in writing, with the County Board of Supervisors and the County Administrator within ten (10) working days from receipt of the County Administrator's response. Both the County Administrator and the grievant or his/her representative may make their presentations to the Board of Supervisors at executive session. The Board of Supervisors shall deliberate the grievance and, within a reasonable period of time, shall arrive at a decision which shall be final and binding

SECTION 42. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 43. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any

concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 44. Conclusiveness of Agreement

- A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.
- B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 45. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 46. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 47. Renegotiation

Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 48. Transfer Guidelines

- A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.
- B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.
- C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.
- D. No employee shall be transferred without reason.
- E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.
- F. Employees will be given fourteen days notice of transfer except as provided in this Section.
- G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.
- H. The fourteen days notice requirement may be waived by the employee.
- I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.
- J. The application of this Section shall not be subject to the Grievance Procedure.

- K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.
- L. The Deputy Sheriffs Association may request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 49. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 07-2022 (February 20, 2022). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

Dated _____

County of Santa Barbara

Tracy M. Rogers

Robert Clark

Joseph M. Pisano

Dated _____

Santa Barbara County
Deputy Sheriffs' Association

Bobby Cobb Jr.

Jazzmine DeForest

Neil Gowing

Michael Kuhbander

Matt McFarlin

John Tena

Robert M. Wexler